

LOCAL COOPERATION AGREEMENT

BETWEEN

THE DEPARTMENT OF THE ARMY

AND

THE COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF ENVIRONMENTAL RESOURCES

FOR CONSTRUCTION OF THE

SHORELINE PROTECTION PROJECT

AT

PRESQUE ISLE PENINSULA, ERIE, PENNSYLVANIA

THIS AGREEMENT, entered into this 22nd day of June 1989, by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works) and the COMMONWEALTH OF PENNSYLVANIA (hereinafter referred to as the "Local Sponsor"), acting by and through the Pennsylvania Department of Environmental Resources.

WITNESSETH, THAT,

WHEREAS, Section 501(a) of the Water Resources Development Act of 1986, Public Law 99-662, authorized construction of the shoreline protection project at Presque Isle Peninsula, Erie, Pennsylvania (hereinafter referred to as the "Project"), substantially in accordance with the Report of the Chief of Engineers, dated October 2, 1981; and

WHEREAS, as required by Section 501(a) of the Water

Resources Development Act of 1986, Public Law 99-662, the Secretary of the Army, after consultation with the Secretary of the Interior, has determined that construction of the Project will be in compliance with the Coastal Barrier Resources Act, Public Law 97-348; and

WHEREAS, the Water Resources Development Act of 1986, Public Law 99-662, specifies the cost sharing requirements applicable to the Project; and

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, provides that the construction of any water resources project by the Secretary of the Army shall not be commenced until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the Project; and

WHEREAS, the Local Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in cost sharing and financing in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

#### ARTICLE I - DEFINITIONS

For the purposes of this Agreement:

1. The term "Project" shall mean the initial construction and beach nourishment.

(a) The term "initial construction" shall mean the

construction of an estimated 58 offshore rubble mound breakwaters, each 150 feet long with a 350 foot gap between structures and the placement of an estimated 560,000 tons of sand along 5.5 miles of beach paralleling the breakwaters, to provide a protective berm with a minimum 75 foot crest width and crest elevation of 10 feet above low water datum.

(b) The term "beach nourishment" shall mean for 50 years after the completion of initial construction, the annual placement of approximately 38,000 cubic yards of sand and redistribution of sand from behind the 58 breakwaters along 5.5 miles of shoreline.

2. The term "total cost of initial construction" shall mean all costs incurred by the Local Sponsor and the Government directly related to the initial construction. Such costs shall include, but not necessarily be limited to, actual construction costs, costs of applicable engineering and design, continuing planning and engineering costs incurred after October 1, 1985, supervision and administration costs, costs of project construction contract dispute settlements or awards, and the value of lands, easements, and rights-of-way, relocations, and dredged material disposal areas provided for the project by the Local Sponsor, but shall not include any costs for betterments or operation and maintenance, nor any costs for beach nourishment to maintain a minimum design berm.

3. The term "period of initial construction" shall mean the time from the advertisement of the first construction contract to the time of acceptance of the breakwaters and initial

placement of sand 1 the Contracting Officer.

4. The term "authorized beach nourishment period" shall mean the authorized participation in beach, nourishment of the project shore for a period of 50 years from the date of completion of initial construction.

5. The term "cost of beach nourishment" shall mean all costs incurred by the Local Sponsor and the Government directly related to beach nourishment of the Project for the 50 year period after the completion of the initial construction, as required to maintain the protective berm at the minimum design 60 foot crest width and crest elevation of 10 feet above low water datum.

6. The term "Contracting Officer" shall mean the Commander of the U.S. Army Engineer District, Buffalo, or his designee.

7. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public or private road or way.

8. The term "relocations" shall mean alterations, modifications, lowering or raising in place, and/or new construction related to, but not limited to, existing: railroads, highways, bridges, railroad bridges and approaches thereto, buildings, commercial and gas pipelines, public utilities (such as municipal water and sanitary sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements determined by the Government to be necessary for the construction, operation and maintenance of the Project.

9. The term "fiscal year" shall mean one fiscal year of the United States Government, unless otherwise specifically indicated. The Government fiscal year begins on October 1 and ends on September 30.

10. The term "involuntary acquisition" shall mean the acquisition of lands, easements, and rights-of-way by eminent domain.

## ARTICLE II - OBLIGATIONS OF PARTIES

a. The Government, subject to and using funds provided by the Local Sponsor and appropriated by the Congress, shall expeditiously construct the Project (including alterations or relocations of railroad bridges and approaches thereto), applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Local Sponsor shall be afforded the opportunity to review and comment on all contracts, including relevant plans and specifications, prior to the issuance of invitations for bids. The Local Sponsor also shall be afforded the opportunity to review and comment on all modifications and change orders prior to the issuance to the contractor of a Notice to Proceed. The Government will consider the views of the Local Sponsor, but award of the contracts, modifications, or change orders and performance of the work thereunder shall be exclusively within the control of the Government.

b. When the Government determines that the initial construction of the Project is complete, the Government shall turn the rubblemound breakwaters over to the Local

Sponsor, which shall accept the rubblemound breakwaters and be solely responsible for operating, maintaining, replacing, and rehabilitating the rubblemound breakwaters in accordance with Article VIII hereof.

c. As further specified in Article VI hereof, the Local Sponsor shall provide, during the initial construction, a contribution equal to 50 percent of the total cost of initial construction. Such total cost of initial construction is presently estimated to be \$27,600,000.00. The Local Sponsor shall provide a cash contribution presently estimated to be \$13,800,000.00.

d. As further specified in Article III hereof, the Local Sponsor shall provide all lands, easements, rights-of-way, and dredged material disposal areas, and perform all relocations determined by the Government to be necessary for construction of the Project. The value of any items provided by the Local Sponsor pursuant to this paragraph shall be credited against the cash contribution required by paragraph c. of this article.

e. As further specified in Article VI hereof, the Local Sponsor shall provide, during the authorized beach nourishment period, a cash contribution equal to 50 percent of the cost of such beach nourishment. The estimated amount of beach nourishment is 38,000 cubic yards annually. Such contributions shall be made prior to each beach nourishment operation. Beach nourishment, as presented in the authorizing document, will be undertaken each year unless, based on an annual joint inspection, the Government

determines that such beach nourishment is not engineeringly necessary or economically justified or consistent with Civil Works funding priorities. The present worth value of such beach nourishment is estimated to be \$5,800,000 and the total cost of the Local Sponsor's share is estimated to be \$2,900,000.

f. The Local Sponsor shall assure continued public ownership and continued public use, without cost to the United States, of appropriate access and facilities, including parking and sanitation, necessary for realization of the public benefits upon which Federal participation is based, and administer and maintain the beach for continued public use during the life of the project.

g. The Local Sponsor shall, to the extent of its powers, prescribe and enforce regulations to prevent obstruction of or encroachment on the project that would reduce the level of protection it affords or that would hinder operation or maintenance.

h. No Federal funds may be used to meet the non-Federal share of project costs under this Agreement unless the expenditure of such funds is specifically authorized by statute as verified in writing by the granting agency.

#### ARTICLE III - LANDS, FACILITIES, AND PUBLIC LAW 91-646 RELOCATION ASSISTANCE

a. The Local Sponsor shall furnish to the Government all lands, easements, and rights-of-way, including suitable borrow and dredged material disposal areas, and material storage areas, as may be determined by the Government to

be necessary for construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, and shall furnish to the Government evidence supporting the Local Sponsor's legal authority to grant rights-of-entry to such lands. The necessary lands, easements, and rights-of-way may be provided incrementally, but all lands, easements, and rights-of-way determined by the Government to be necessary for the work to be performed under a construction contract, must be furnished prior to the advertisement of the construction contract.

b. The Local Sponsor shall provide or pay to the Government the full cost of providing all retaining dikes, wasteweirs, bulkheads, and embankments, including all monitoring features and stilling basins, that may be required at any dredged material disposal areas necessary for construction of the Project.

c. Upon notification from the Government, the Local Sponsor shall accomplish or arrange for accomplishment at no cost to the Government of all relocations determined by the Government to be necessary for construction of the Project.

d. The Local Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, Public Law 91- 646, as amended, in acquiring lands, easements, and rights-of-way for construction and subsequent operation and maintenance of the Project and inform all affected persons of pertinent benefits, policies, and procedures in connection with said Act.



#### ARTICLE IV - VALUE ( LANDS AND FACILITIES

a. The value of the lands, easements, and rights-of-way to be included in total cost of initial construction and credited toward the Local Sponsor's share of total costs of initial construction will be determined in accordance with the following procedures:

(1) If the lands, easements, or rights-of-way are owned by the Local Sponsor as of the date the first construction contract is awarded, the credit shall be the fair market value of the interest at the time of such award. The fair market value shall be determined by an appraisal to be obtained by the Local Sponsor which has been prepared by a qualified appraiser who is acceptable to both the Local Sponsor and the Government. The appraisal shall be reviewed and approved by the Government.

(2) If the lands, easements, or rights-of-way are to be acquired by the Local Sponsor after the date of award of the first construction contract for the Project, the credit shall be the fair market value of the interest at the time such interest is made available to the Government for construction of the Project. The fair market value shall be determined as specified in subparagraph (1) above. If the Local Sponsor pays an amount in excess of the appraised fair market value, it may be entitled to a credit for the excess if the Local Sponsor has secured prior written approval from the Government of its offer to purchase such interest.

(3) If the Local Sponsor acquires more lands,

easements, or rights-of-way than are necessary for project purposes, as determined by the Government, then only the value of such portions of those acquisitions as are necessary for project purposes shall be included in total cost of initial construction and credited to the Local Sponsor's share.

(4) Credit for lands, easements, and rights-of-way in the case of involuntary acquisitions which occur within a one-year period preceding the date this Agreement is signed, or which occur after the date this Agreement is signed will be based on court awards, or on stipulated settlements that have received prior Government approval.

(5) For lands, easements, or rights-of-way acquired by the Local Sponsor within a five-year period preceding the date this Agreement is signed, or any time after this Agreement is signed, credits provided under this paragraph will also include the reasonable incidental costs of acquiring the interest, e.g. closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any P.L. 91-646 relocations assistance benefits provided in accordance with the obligations under this Agreement.

b. The costs of relocations that will be included in total cost of initial construction and credited towards the Local Sponsor's share of total cost of initial construction, shall be that portion of the actual costs incurred by the Local Sponsor as set forth below:

(1) Highways and Highway Bridges: Only that portion

of the cost as would be necessary to construct substitute bridges and highways to the design standard that the Commonwealth of Pennsylvania would use in constructing a new bridge or highway under similar conditions of geography and traffic loads.

(2) Utilities and Facilities (including Railroads): Actual relocation costs, less depreciation, less salvage value, plus the cost of removal, less the cost of betterments. With respect to betterments, new material shall not be used in any relocation or alteration if materials of value and usability equal to those in the existing facility are available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be included in total cost of initial construction.

#### ARTICLE V - CONSTRUCTION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication between the Local Sponsor and the Government during the period of initial construction and authorized beach nourishment period, the Local Sponsor and the Government shall appoint representatives to coordinate on scheduling, plans, specifications, modifications, contract costs, and other matters relating to the Project.

b. The representatives appointed above shall meet as necessary during the period of initial construction and the

authorized beach nourishment period and shall make such recommendations as they deem warranted to the Contracting Officer.

c. The Contracting Officer shall consider the recommendations of the representatives in all matters relating to the Project, but the Contracting Officer, having ultimate responsibility for the Project, has complete discretion to accept, reject, or modify the recommendations.

#### ARTICLE VI - METHOD OF PAYMENT

a. The Local Sponsor shall provide during the period of initial construction, the amounts required under Article IIc. of this Agreement. The total cost of initial construction is presently estimated to be \$27,600,000.00. In order to meet its share, the Local Sponsor must provide a cash contribution presently estimated to be \$13,800,000.00.

b. The Local Sponsor shall provide its required cash contribution in proportion to the rate of Federal expenditures for the initial construction in accordance with the following provisions:

(1) For purposes of budget planning, the Government shall notify the Local Sponsor by 1 August of each year of the estimated funds that will be required from the Local Sponsor to meet its share of total costs of initial construction for the corresponding Government fiscal year.

(2) 90 days prior to the award of the first

construction contract, the Government shall notify the Local Sponsor of the Local Sponsor's share of the total cost of initial construction, including its shared costs attributable to the Project incurred prior to the initiation of the initial construction, for the first fiscal year of initial construction. Within 60 days thereafter, the Local Sponsor shall provide the full amount to the Government in cash by delivering a check payable to "FAO, USAED, Buffalo" to the Contracting Officer.

(3) For the second and subsequent fiscal years of the period of initial construction, the Government shall, 90 days prior to the beginning of the fiscal year, notify the Local Sponsor of the Local Sponsor's share of the total cost of initial construction for that fiscal year. No later than 30 days prior to the beginning of the fiscal year, the Local Sponsor shall make the necessary funds available to the Government through the funding mechanism specified above. As initial construction proceeds, the Government may adjust the amounts required to be provided under this paragraph to reflect actual total costs of initial construction.

(4) If at any time during the period of initial construction, the Government determines that additional funds will be needed from the Local Sponsor to meet its required share of the total cost of initial construction, the Government shall so notify the Local Sponsor, and the Local Sponsor, within 60 days from receipt of notice, shall make the necessary funds available through the funding

mechanism specified above.

c. The Government will draw on the funds provided by the Local Sponsor, such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Project as they are incurred, as well as project costs incurred by the Government prior to commencing the period of initial construction.

d. Upon completion of the period of initial construction and resolution of all relevant contract claims and appeals, the Government shall compute the total cost of initial construction and tender to the Local Sponsor a final accounting of the Local Sponsor's share of such costs. In the event the total contribution by the Local Sponsor is less than its required share of the total cost of initial construction at the time of the final accounting, the Local Sponsor shall, within 90 days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Local Sponsor's required share of the total cost of initial construction. In the event the Local Sponsor has made total contributions in excess of its required share of the total cost of initial construction, the Government shall, within 90 days of the final accounting, subject to the availability of appropriations, refund said excess to the Local Sponsor.

e. The Local Sponsor also shall provide, during the authorized beach nourishment period a cash contribution in accordance with the following: At least 90 days prior to the award of the construction contract for the beach nourishment

operation, the Government shall notify the Local Sponsor of the Local Sponsor's estimated share of costs of the beach nourishment operation. Within 60 days thereafter, the Local Sponsor shall provide the Government the full amount of the required contribution in cash by delivery of a check payable to "FAO, USAED, Buffalo" to the Contracting Officer.

f. Upon completion of each beach nourishment operation and resolution of all relevant contract claims and appeals, the Government shall compute the total cost of beach nourishment and tender to the Local Sponsor a final accounting of the Local Sponsor's share of the cost. In the event the total contribution by the Local Sponsor is less than its required share of the total cost of beach nourishment at the time of the final accounting, the Local Sponsor shall, within 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet its required share of the cost of said nourishment. In the event the Local Sponsor has made total contributions in excess of its required share of the total cost of beach nourishment, the Government shall within 90 days of the final accounting for that beach nourishment operation, subject to the availability of appropriations, return said excess to the Local Sponsor.

#### ARTICLE VII - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party

must first seek good faith to resolve issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

#### ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION

a. After the initial construction is completed and the rubblemound breakwaters are turned over by the Government to the Local Sponsor, the Local Sponsor shall operate, maintain, replace, repair, and rehabilitate the rubblemound breakwaters in accordance with regulations or directions prescribed by the Government.

b. The Local Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land which it owns or controls for access to the Project for the purpose of inspection and, if necessary for the purpose of completing, operating, repairing, maintaining, replacing, or rehabilitating the rubblemound breakwaters. If an inspection shows that the Local Sponsor for any reason is failing to fulfill its obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Local Sponsor. If the Local Sponsor persists in such failure for 60 calendar days after receipt of the notice, then the Government shall have a right to enter, at reasonable times and in a reasonable manner, upon lands the Local Sponsor owns or controls for access to the Project for the purpose of completing, operating, repairing, maintaining, replacing, or



rehabilitating the project. No completion, operation, repair, maintenance, replacement or rehabilitation by the Government shall operate to relieve the Local Sponsor of responsibility to meet its obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

#### ARTICLE IX - RELEASE OF CLAIMS

The Local Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE X - MAINTENANCE OF RECORDS

The Government and the Local Sponsor shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total project costs. The Government and the Local Sponsor shall maintain such books, records, documents, and other evidence for a minimum of three years after completion of the initial construction of the Project, and after completion of each beach nourishment operation undertaken pursuant to this Agreement, and resolution of all claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit

by authorized representatives of the parties to this Agreement.

#### ARTICLE XI - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, the Local Sponsor agrees to comply with all applicable Federal and State laws and regulations including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88- 352) and Department of Defense Directive 5500.II issued pursuant thereto and published in part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

#### ARTICLE XII - RELATIONSHIP OF PARTIES

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

#### ARTICLE XIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

#### ARTICLE XIV - COVENANT AGAINST CONTINGENT FEES

The Local Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement

upon agreement understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Local Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### ARTICLE XV - TERMINATION OR SUSPENSION

a. If at any time the Local Sponsor fails to make the payments required under this Agreement, the Secretary of the Army shall terminate or suspend work on the project until the Local Sponsor is no longer in arrears, unless the Secretary determines that continuation of work on the project is in the interest of the United States. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 percentum of the average bond equivalent rate of the 13-week Treasury Bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

b. If the Government fails to receive annual appropriations for the Project in amounts sufficient to meet project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Local Sponsor. After 60 days, either party may elect without penalty to terminate this

Agreement or defer future performance hereunder, however deferral of future performance under this Agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI of this Agreement. In the event that either party elects to defer future performance under this Agreement, such deferral shall remain in effect until such time as the Government receives sufficient appropriations or until either party elects to terminate this Agreement.

c. Notwithstanding any other provision of this Agreement, if the award of any contract for initial construction of the Project would result in the total obligations and expenditures for such total cost of initial construction exceeding \$27,600,000.00, the award of that contract and subsequent contracts shall be deferred until such time as both parties to this Agreement agree to resume the initial construction of the Project.

#### ARTICLE XVI - OBLIGATION OF FUTURE APPROPRIATIONS

Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the legislature of the Commonwealth of Pennsylvania.

## ARTICLE XVII - NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (Postage-prepaid), registered, or certified mail, as follows:

If to the Local Sponsor:

Pennsylvania Department of Environmental Resources  
Deputy Secretary for Resources Management  
Evangelical Press Building  
P.O. Box 1467  
Third and Reilly Streets  
Harrisburg, Pennsylvania 17120

If to the Government:

U.S. Army Engineer District, Buffalo  
1776 Niagara Street  
Buffalo, New York 14207-3199

b. A party may change the address to which such communications are to be directed by giving written notice to the other in the manner provided in this section.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or on the third business day after it is mailed, as the case may be.

## ARTICLE XVIII - CONFIDENTIALITY

To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of exchanged

information when requested to do so by the providing party.

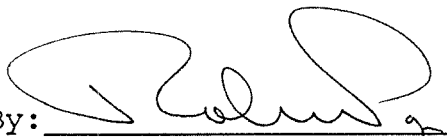
ARTICLE XIX - SECTION 902 PROJECT COST LIMITS

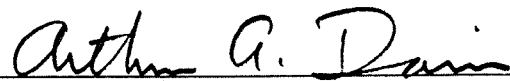
The Local Sponsor has reviewed the provisions set forth in Section 902 of P.L. 99-662, as amended, and understands that Section 902 establishes a maximum construction cost for the Project. For purposes of this Agreement, the Section 902 limit is \$34,800,000 as calculated in October 1985. This amount shall be adjusted to allow for appropriate increases in inflation and cost changes in the Project as provided in Section 902. Should this cost maximum be reached, no additional funds may be expended on the Project until additional authority is obtained from Congress.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

DEPARTMENT OF THE ARMY

THE PENNSYLVANIA DEPARTMENT OF  
ENVIRONMENTAL RESOURCES

By:   
Robert W. Page  
Assistant Secretary  
of the Army (Civil Works)

By:   
Arthur A. Davis  
Secretary  
Pennsylvania Department of  
Environmental Resources

Date: 6-22-89

Date: MAY - 4 1989

Approved as to legality and form: 2/24/89

BY: [Signature]

Chief/ Assistant Counsel, Pa. DER

Date: 4/25/89

PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES

BY: David L. Jannetta

David L. Jannetta  
Secretary  
Pennsylvania Department of  
General Services

Date: \_\_\_\_\_

Approved as to legality and form:

BY: William W. Waver

EOIR  
Chief/Assistant Counsel, Pa. DGS

Date: 5/30/89

I hereby certify that funds in the  
amount of \$3,800,000.00 are available  
under Appropriation Symbol "34"

038-015-302- 34 - 290000-0000

[Signature]  
D.G.S. Comptroller

468 348,408.00  
468 847,285.72  
468 209,209.28

BY: \_\_\_\_\_

Office of Attorney General  
of the Commonwealth of  
Pennsylvania

BY: \_\_\_\_\_

*See DGS Comptroller sig. block -  
pg. 23*

Office of Budget, Pa. DGS

Date: \_\_\_\_\_

Date: \_\_\_\_\_